

no event may a customer have more than 100 Megabytes of total data storage.

6. **Billing for E-mail Service.** Billing for annual e-mail services shall be by valid credit card (acceptable to VeriSign) at the time of purchase. If you elect to subscribe to monthly e-mail services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to VeriSign) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly E-mail Service Fee"), and you hereby agree that VeriSign is authorized to so charge your credit card. VeriSign, in its sole discretion, shall determine the prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and VeriSign may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly E-mail Service fee.

7. **Privacy.** VeriSign will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on VeriSign; (b) protect and defend the rights or property of VeriSign; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that VeriSign neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical-processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.

8. **Customer Conduct.** You agree to be bound by the applicable provisions of the VeriSign Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. VeriSign's outsourcing contractors for the e-mail services, including, but not limited to, Brightmail, Inc. and Mirapoint, Inc., or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

#### **SCHEDULE C TO VERISIGN SERVICE AGREEMENT**

##### **DOT COM FORWARDING SERVICE**

1. VeriSign is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through a service branded as "dot com forwarding™". You represent and warrant that you have the necessary rights to use the dot com forwarding service to forward, point, alias or resolve your domain name(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your dot com forwarding service without notice and with no obligation to refund fees paid if we determine the dot com forwarding service is forwarding users to a website or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

#### **SCHEDULE H TO VERISIGN SERVICE AGREEMENT**

**E-COMMERCE SERVICES.**

1. **Additional Services.** The e-commerce services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and your reaching separate agreements with us or with third parties. (For example, If you desire to accept credit card payments through the website you establish via the e-commerce services, your relationship with the third-party merchant account provider may be subject to an application and approval process and your reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the E-Commerce Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. In this regard, three of the vendors providing services as part of the e-commerce services, Critical Path, Inc., Orbit Commerce, Inc., and WebSite Pros, Inc., and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. You agree that hosting for the E-Commerce Services provided to you will be provided either by us or a third party selected by us, as determined by us in our sole discretion.

2. **Your Responsibilities.** In addition to your other responsibilities described in this Agreement, you will also be responsible for the following:

(a) **Internet Access.** You agree that you will obtain access to the Internet and all software, hardware, and other equipment necessary to access the Internet.

(b) **Commercial Banking Relationship.** Depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution.

(c) **Fulfillment.** You will be responsible for fulfilling all orders for products and services you sell on your website.

(d) **Policies.** You agree to maintain commercially reasonable business practices in connection with your use of the E-Commerce Services and to comply with all applicable laws, rules, regulations, ordinances, and other binding legal obligations with respect to your use of the E-Commerce Services.

3. **Fees, Payment and Term.** In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply. You may subscribe for the E-Commerce Services on an annual basis ("Annual Subscription") or on a monthly basis ("Monthly Subscription"). Each Annual Subscription and Monthly Subscription is renewable, subject to the terms set out below. Annual Subscriptions must be renewed prior to the anniversary date of the account. Monthly Subscriptions will be automatically renewed until either (i) you notify us that you do not wish to renew the E-Commerce Services; or (ii) this Agreement is terminated (for any reason). All one-time fees are due immediately and are non-refundable (except as expressly provided otherwise herein). All recurring fees will be automatically charged to the credit card that you provide us, and you agree that we are authorized to charge your credit card accordingly. We will determine the fees we charge for the E-Commerce Services and the terms and conditions applicable to the E-Commerce Services. The prices shown on our website at the time of your purchase will remain in effect for you for the term of the subscription selected by you (for example, if you select an annual subscription, your price will not change for the first year; if you select a monthly subscription, your price will not change for at least one month). Upon termination of the Agreement or the E-Commerce Services, you agree we will cease charging your credit card for the E-Commerce Services as of the expiration of the monthly billing cycle in which the termination is effective. If you selected and paid in full for an Annual Subscription at the time of application, we may issue a prorated refund credit to your credit card in an amount not to exceed nine (9) months on a

prorated basis. In every case, any set-up fees paid to VeriSign or third parties, and any other fees paid to third party service providers are not refundable. We will make reasonable efforts to provide you with notice of any changes in these fees or the applicable terms and conditions thirty (30) days before they take effect. Within that period, if you do not agree to the changes, you may terminate this Agreement and cease using the E-Commerce Services. (You will not, however, receive a refund on any payments that we have received for the E-Commerce Services, except as expressly provided otherwise herein.) Otherwise, however, the changes will take effect and you agree that we are authorized to charge your credit card for the new fees for the E-Commerce Services. Any renewal of your E-Commerce Services is subject to our then-current terms and conditions, payment of all applicable fees at the time of renewal, and, in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that the E-Commerce Services provided hereunder are provided as a bundle consisting of the various services selected by you and that the E-Commerce Services cannot be maintained in any manner other than as a bundle, and neither the E-Commerce Services nor any part thereof may be transferred or assigned to any other person or entity. You agree that terminating your subscription for the E-Commerce Services will terminate every service included in the E-Commerce Services bundle, including your domain name registration. If you wish to cancel your E-Commerce Services bundle (and terminate this Agreement), you must do in accordance with our cancellation procedures.

4. Limitation of Liability. You agree that we are not a financial or credit reporting institution. With respect to the payment facilitation services we provide as part of the E-Commerce Services, we merely provide data transmission to effect certain payment authorizations for you and we are not responsible for the results of any credit inquiry, for the operation of websites of Internet service providers or financial institutions, for the availability or performance of the Internet, or for any damages or costs that you may suffer as a result of any instructions given, actions taken, or omissions made by you, your financial processor(s), your financial institution, or any Internet service provider.

5. SureList<sup>SM</sup> Service. We may provide you an opportunity through our SureList service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). We will provide one URL from your website (the URL) to the Index Servicer, which it then adds to its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the Index Servicer's search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will achieve (i) favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement within the search index.

6. Additional Terms Applicable to We Build It Design and Maintenance Service. Your purchase of a We Build It service is subject to the additional restrictions herein. This package option includes catalog creation services of up to a limit of 25 products. Any additional products you request will incur an additional surcharge at our then current rates. You are responsible for providing

electronic material, including product imagery and descriptions, to the We Build It service representatives, in one of the following formats: JPG, JPEG, GIF, BMP, TIF, or PCX. Product descriptions must be delivered in one of the following standard formats: DOC, HTM, HTML, TXT, RTF, XLS, CSV, or MDB. Failure to deliver imagery or product descriptions in one of the above standard formats may also incur an additional surcharge for the additional effort required by VeriSign or its partners to comprehend and convert the shared information to one of the standard formats. You will have the option to accept either of these surcharges and proceed with the We Build It service, or reject the surcharge amount and receive a refund that is compliant with the refund policy outlined in Section 3 of this Schedule: Fees, Payment and Term.

7. Survival. In the event the Agreement or this Schedule expires or terminates, Sections 4, 6(c), 7, 8, 12 and 13 of this Schedule shall survive such expiration or termination.

#### **SCHEDULE I TO VERISIGN SERVICE AGREEMENT**

##### **VERISIGN PAYMENT TRANSACTION PROCESSING SERVICES**

###### **1. Definitions.**

- a. "Financial Institution" shall mean banks or financial institutions for which VeriSign has a processor connection to be able to process payment transactions, which have agreed to evaluate and provide merchant accounts and payment authorization services to merchants.
- b. "Payment Services" shall mean VeriSign's Payflow services used by you, or such other brand names as replace the foregoing brand names. Current descriptions can be found at the URL: <http://www.verisign.com/payment/payflow.html> for the Payflow Link<sup>SM</sup> services or <http://www.verisign.com/payment/payflowpro.html> for the Payflow Pro<sup>SM</sup> services. Third party services bundled with the Payment Services are subject to separate terms and conditions provided by VeriSign or the applicable licensor.
- c. "Payment Software" shall mean the object code version of VeriSign's payment services client Software Development Kit ("SDK"), including any HTML code, application programming interfaces (APIs), related documentation and other client software or code which VeriSign provides to you, including minor updates, to enable VeriSign to provide the Services to you. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to VeriSign and is licensed to you under a separate SDK License Agreement at the time of download.
- d. "Transaction" shall mean information related to the purchase of goods and services from you by a third party. Specifically a Transaction is an authorization, delayed capture, sale or credit data transmission between VeriSign and its back end processors.

###### **2. Your Additional Obligations. You shall be solely responsible for:**

- a. establishing, hosting and maintaining your Web site(s) and your connection to the Internet (the "Merchant Web Site(s)"), fulfilling all orders for products and services sold by you to your users on the Merchant Web Site(s) or otherwise, and reviewing the Transactions in your account on a regular basis and notifying VeriSign promptly of suspected unauthorized activity through your account;
- b. establishing and maintaining the appropriate and necessary connection between the Merchant Web Site(s) and VeriSign's web site, including without limitation transmitting your enrollment information and Transaction data to VeriSign servers via the VeriSign web site and ensuring that the data transmitted in conjunction with the Services is accurate, complete and in the form as requested by VeriSign;
- c. displaying a web page to users purchasing products or services from you that provides the user with an acknowledgement that a Transaction has been completed and secured by VeriSign (the "Acknowledgment Page"). You agree that in addition to your branding on the Acknowledgment Page, the Acknowledgment Page will include the relevant VeriSign logo, provided by VeriSign to you, such logo to be a hypertext link to the URL:

<http://seal.verisign.com/payment> (the "VeriSign Site") or other web site reasonably designated by VeriSign, and the text "VeriSign has routed, processed and secured your payment information. More information about VeriSign." The underlined text shall also be a hypertext link to the VeriSign Site or other site designated by VeriSign. You agree that the VeriSign Logo and the foregoing text will appear at the top of the Acknowledgement Page (but below your branding) and users will not be required to scroll left, right, up or down to view the VeriSign Logo or such text. VeriSign hereby grants you the rights to use the relevant VeriSign Logo, name and link to the VeriSign Site as necessary to carry out the obligations of this section and in accordance with any trademark usage guidelines provided to you by VeriSign from time to time upon reasonable notice.

- d. establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by you and the Financial Institution and will not necessarily reflect or incorporate terms that VeriSign may have separately and independently negotiated with Financial Institutions; and

3. Secure Transactions. VeriSign has implemented and will maintain security systems for the transmission of Transactions, consisting of encryption and "firewall" technologies that are understood in the industry to provide adequate security for the transmission of such information over the Internet. VeriSign does not represent or warrant that the Services or Transaction data will be secure, and VeriSign will not be responsible in the event of any infiltration of its security systems, provided that VeriSign has used commercially reasonable efforts to prevent any such infiltration as set forth in this section. You further acknowledge and agree that VeriSign is not responsible for the security of Transaction data or information or any other information stored on your servers or any other party's servers (other than subcontractors of VeriSign solely to the extent VeriSign is liable for its own actions hereunder).

4. Technical Support. The following technical support is available for the Payment Services and Payment Software: (a) For the Payflow Link services, VeriSign provides web support and email support twenty-four hours a day, seven days a week; and (b) for Payflow Pro, in addition to the above support, VeriSign provides telephone support during the hours of 5:00 a.m. to 6:00 p.m. PST, Monday through Friday, VeriSign holidays excepted. VeriSign agrees to respond to support inquiries as promptly as reasonably possible.

5. Limitations. You acknowledge that VeriSign is not a bank or financial or credit reporting institution. VeriSign is responsible only for providing data transmission to effect certain payment authorizations for you and is not responsible for the results of any credit inquiry, the operation of web sites of ISPs or Financial Institutions or the availability or performance of the Internet, or for any damages or costs you suffer or incur as a result of any instructions given, actions taken or omissions made by you, your financial processor(s), your Financial Institution or any ISP.

6. Privacy. The parties acknowledge and agree that you shall provide and VeriSign shall capture only the Transaction and user information (collectively, the "Data") that is required by the Payment Software and is necessary for VeriSign to provide the Payment Services. You agree to provide to VeriSign, and VeriSign shall capture, only the Data that is required by the Payment Software and is necessary for VeriSign to provide the Payment Services. VeriSign shall not disclose Data to third parties or use the Data, except that VeriSign shall have the rights (i) to use the Data as necessary to perform the Services contemplated in this Agreement (including distributing the Data to third parties providing services requested by you); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Data as required by law or court order, or to defend VeriSign's rights in a legal dispute. You represent and warrant that you shall comply with all applicable privacy, consumer and other laws and regulations with respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the Payment Services.

#### 7. American Express Direct Processing.

a. Access Via Ecommerce Application. You understand and agree that if you install a third party eCommerce application or your own custom integration on your web site through which you access the VeriSign Direct Processing services, it is your responsibility to comply with or select an



eCommerce application that complies with the most current American Express standards and operational requirements. In addition, it is your responsibility to keep your systems in good working order and to repair and correct any deficiencies, errors, or defect promptly during the term of this Agreement if notified by VeriSign or American Express that such repair is necessary for the VeriSign Direct Processing services to operate properly and in accordance with American Express requirements. VeriSign will promptly notify you of American Express required changes to your system. You understand and agree that your failure to perform these functions may result in your inability to process such transactions through VeriSign or in VeriSign or American Express suspending or terminating your right to access the VeriSign Direct Processing services.

b. Inability to Access Service. You agree to notify VeriSign immediately of online processing problems, including but not limited to providing VeriSign's customer service department with notice within forty-eight (48) hours of your using voice authorizations for your transactions that you would otherwise send through VeriSign's online payment services gateway.

c. In no event shall VeriSign be liable for transaction processing and other services performed by American Express.

8. Survival. In the event of termination or expiration of this Schedule or the Agreement, Sections 1, 5, 6 and 8 of this Schedule shall survive.

#### **SCHEDULE K TO VERISIGN SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO VERISIGN TRUST NETWORK DIGITAL -- CERTIFICATES AND CERTIFICATION SERVICES**

1. Description of Service. This section details the terms and conditions regarding your application ("Certificate Application") for a digital certificate ("Certificate" or "ID") and, if VeriSign accepts your Certificate Application, the terms and conditions regarding the Certificate to be issued by VeriSign to you as "Subscriber" of that Certificate. A "Certificate" is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by VeriSign or a VeriSign-authorized entity. The Certificates provided under this section are issued within the VeriSign Trust Network ("VTN"). The VTN is a global public key infrastructure that provides Certificates for both wired and wireless applications. VeriSign is one of the service providers within the VTN, together with a global network of affiliates throughout the world. The VTN and VeriSign under this Agreement offer three distinct classes ("Classes") of certification services, Classes 1-3, for both the wired and wireless Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which Class of Certificate you need. The following subsections state the appropriate uses and authentication procedures for each Class of Certificate. For more detailed information about VeriSign's certification services, please see the VeriSign Certification Practice Statement ("CPS") published at <http://www.verisign.com/CPS>.

(i) Class 1 Certificates. Class 1 Certificates offer the lowest level of assurances within the VTN. They Certificates issued to individual Subscribers, and authentication procedures are based on assurances that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular issuer of Certificates (a "Certification Authority") and that a certain e-mail address is associated with a public key. Class 1 Certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

(ii) Class 2 Certificates. Class 2 Certificates offer a medium level of assurances in comparison with the other two Classes. Again, they are issued to individual Subscribers. In addition to the Class 1 authentication procedures, Class 2 authentication includes procedures based on a comparison of information submitted by the Certificate Applicant against information in business records or databases or the database of a VeriSign-approved identity proofing service. They can be used for digital signatures, encryption, and access control, including as proof of identity in medium-value

transactions.

(iii) Class 3 Certificates. Class 3 Certificates provide the highest level of assurances within the VTN. Class 3 Certificates are issued to individuals and organizations for use with both client and server software. Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity, in high-value transactions. Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Class 3 organizational Certificates are issued to devices to provide authentication; message, software, and content integrity; and confidentiality encryption. Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. Class 3 organizational Certificates for servers ("Secure Server IDs" and "Global Server IDs" as described below) also provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

2. Processing Your Certificate Application. Upon VeriSign's receipt of your payment of the most current price for a Certificate and upon completion of authentication procedures required for your type of Certificate, VeriSign will process your Certificate Application. VeriSign will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, VeriSign will issue you a Certificate for your use in accordance with this Agreement. Your use of the PIN from VeriSign to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up your Certificate, you must review the information in it before using it and promptly notify VeriSign of any errors. Upon receipt of such notice, VeriSign may revoke your Certificate and issue a corrected Certificate.

3. Privacy. In addition to the terms in Section 5 of the Agreement, you agree that VeriSign may place in your Certificate certain information that you provide for inclusion in your Certificate. In the case of individual Certificates, this information includes an e-mail address and the name that you give VeriSign to include in the Certificate. You also agree that VeriSign may publish your Certificate and information about its status in VeriSign's repository of Certificate information and make this information available to other repositories.

4. Use of Your Certificate. You must use your Certificate for applications in accordance with Section 1 of this Schedule. You must not use your Certificate in any situation where death, personal injury, or environmental damage could result. In the case of Class 1 Certificates, you must not use your Certificate or any other Class 1 Certificate as proof of identity.

5. Security Requirements and Revocation. You must maintain the security of your private key and any passphrase, PIN, software, or hardware mechanism protecting it. You must prevent any loss, loss of control, theft, unauthorized disclosure, or unauthorized modification ("Compromise") of your private key's security or of any passphrase, PIN, software, or hardware mechanism protecting your private key. For example, you must not allow others to have access to your private key or any passphrase, smart card (if used), or other security mechanism protecting your private key.

If you know or suspect that a Compromise occurred relating to your private key's security or the security of any data (such as a passphrase or PIN), software, or hardware protecting your private key, you must promptly notify VeriSign and request that VeriSign revoke your Certificate. After your revocation request has been authenticated, VeriSign will revoke your Certificate. You agree that VeriSign is entitled to investigate all actual or suspected Compromises of your private key or data, software, or hardware protecting your private key, or breach in the security of the VTN, as permitted by law, and you must reasonably cooperate with VeriSign in any such investigation. You agree that VeriSign is entitled to revoke your Certificate upon an actual or suspected Compromise of your private key, any data (such as a passphrase or PIN), software, or hardware protecting your private key, if such a Compromise involves an actual or suspected Compromise of the security of the VTN, if you materially breach this Agreement, or if VeriSign determines that it or

another organization approved your Certificate application or issued your Certificate in a way that materially differed from what is described in Section 1 of this Schedule or the CPS. Revocation of your Certificate terminates this Agreement as it applies to services under this Schedule and/or Schedule L.

6. Relying Party Obligations. In addition to using your own Certificate, you may receive or rely upon the Certificates of others. Before relying on a Certificate, you must ensure that the Certificate is appropriate for the application. For example, do not rely upon a Class 1 Certificate for proof of identity purposes. You must use software that performs cryptographic functions properly and, before relying on a Certificate, you must ensure that the software shows that it has performed the applicable function correctly. For example, do not rely upon a digital signature if your software says that the digital signature is not valid.

Your software application should identify a "chain" of Certificates, leading from the Certificate on which you wish to rely to a root Certificate within your software. If not, you must not rely on the Certificate. In any case, before relying on the Certificate, you must ensure that none of the Certificates in the chain are revoked, suspended or expired by checking the Certificate status at <https://digitalid.verisign.com/services/client/index.html> or its current location on the VeriSign public website, or another appropriate repository. Do not rely upon the Certificate if that Certificate or any other Certificate in the chain is revoked, suspended or expired.

As an alternative to the procedures listed in this Section, you may use VeriSign's real-time status checking services to identify the proper public key to rely on, to establish the proper chain of Certificates, and to obtain the current status of that public key (whether it is revoked, suspended, or expired, or invalid because another Certificate in the Certificate chain is revoked, suspended, or expired).

7. Intellectual Property. VeriSign owns all property rights, intellectual property rights, and title in and to the Certificate. You have the right to use the Certificate under the terms and conditions of this Agreement.

#### 8. Warranties.

(i) VeriSign Warranties. VeriSign warrants to you that (a) there are no errors introduced by VeriSign in your Certificate information as a result of VeriSign's failure to use reasonable care in creating the Certificate, (b) your Certificate complies in all material respects to the CPS, and (c) VeriSign's revocation services and use of a repository conform to this CPS in all material aspects. VeriSign also has a special limited warranty program called the NetSure<sup>SM</sup> Protection Plan ("NetSure Protection Plan"), which covers Subscribers receiving Certificates directly from VeriSign. Please refer to the NetSure Protection Plan at <http://www.verisign.com/repository/netsure/> for details concerning the warranties VeriSign makes to you and the limitations on them.

(ii) Your Warranty. You warrant to VeriSign and anyone who relies on your Certificate that (a) all the information you provide to VeriSign is accurate; (b) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (c) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (d) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key (except where you are using VeriSign's roaming services or Personal Trust Service); (e) you have been (since the time of its creation) and will remain the only person possessing any passphrase, PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (f) you are using your Certificate exclusively for authorized and legal purposes consistent with this Agreement; (g) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; and (h) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created.

#### 9. ADDITIONAL DISCLAIMER. IN ADDITION TO THE DISCLAIMERS IN SECTION 14 OF THIS



AGREEMENT, VERISIGN IS NOT YOUR AGENT, FIDUCIARY, TRUSTEE, OR OTHER REPRESENTATIVE. VERISIGN ALSO SPECIFICALLY DISCLAIMS THE APPROPRIATENESS, FUNCTIONALITY, OR OPERATION OF ANY SOFTWARE NOT PROVIDED BY VERISIGN.

10. NetSure Protection Plan and Limitations Period. You are covered by the most current version of the NetSure Protection Plan, the details of which are available at <http://www.verisign.com/repository/netsure/>. Under the NetSure Protection Plan, VeriSign will pay you for certain incidental or consequential damages of one or more of the limited warranties in the NetSure Protection Plan, up to the limits set forth in the NetSure Protection Plan. VeriSign is not obligated to make a payment under the NetSure Protection Plan for a breach of a warranty found in the NetSure Protection Plan unless you submit a payment request as required by the Netsure Protection Plan within one (1) year after the termination of this Agreement (this provision shall survive termination or expiration of this Schedule or the Agreement).

#### 11. LIMITATIONS OF LIABILITY.

(i) LIMITATIONS UNDER NETSURE PROTECTION PLAN. THE MOST THAT VERISIGN MUST PAY YOU UNDER THE NETSURE PROTECTION PLAN IS THE AMOUNT DETERMINED UNDER THE NETSURE PROTECTION PLAN. THE LIMITATIONS ON DAMAGES AND PAYMENTS IN THIS SECTION (11)(i) DO NOT APPLY TO REFUND PAYMENTS OR GENERAL CONTRACT DAMAGES.

(ii) OTHER LIMITATIONS. This SECTION 11 (ii) applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING SEPARATE FROM A REQUEST FOR PAYMENT UNDER THE NETSURE PROTECTION PLAN RELATING TO SERVICES PROVIDED UNDER THIS SECTION 1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERISIGN'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNTS SET FORTH BELOW.

Class	Liability Caps
Class 1	One Hundred U.S. Dollars (\$ 100.00 US)
Class 2	Five Thousand U.S. Dollars (\$ 5,000.00 US)
Class 3	One Hundred Thousand U.S. Dollars (\$ 100,000.00 US)

The LIABILITY limitations provided in THIS Section 11 (ii) shall be the same regardless of the number of digital signatures, transactions, or claims related to such certificate. subject to the NETSURE PROTECTION PLAN, VeriSign SHALL NOT be obligated to pay more than the total liability LIMITATION for each certificate. THIS SECTION 11 (ii) DOES NOT LIMIT REFUND PAYMENTS OR PAYMENTS UNDER THE NETSURE PROTECTION PLAN.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11 AND THE MOST CURRENT VERSION OF THE NETSURE PROTECTION PLAN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES UNDER THIS schedule SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTION 10 OF THE AGREEMENT.

12. Refund Policy. If you paid for the Certificate and you are not completely satisfied with the Certificate issued to you for any reason, you may request that VeriSign revoke the Certificate within thirty (30) days of issuance and provide you with a refund. Following the initial 30 day period, you may request that VeriSign revoke the Certificate and provide a refund if VeriSign has breached a warranty or other material obligation under *either* this Agreement *or* the NetSure Protection Plan relating to you or your Certificate. After VeriSign revokes your Certificate, VeriSign will promptly credit your credit card account (if the certificate was paid for via credit card) or otherwise reimburse you via check, for the full amount of the applicable fees paid for the certificate. You can request a refund by completing the Refund Request Form at

<https://www.verisign.com/repository/refund>.

13. Indemnity Conditions. Your indemnification obligations under the Agreement shall also include: (a) your use of the Certificate issued to you contrary to Section 4 of this Schedule; (b) any willful or intentional misconduct in connection with the use of the Certificate; (c) your failure to protect your private key; (d) the use of or reliance upon a Certificate not in accordance Section 6 of this Schedule; (e) your choice and use of security software, hardware, and encryption/digital signature algorithms, including their respective parameters, procedures, and techniques; and (f) any conduct by you that breaches the security of the VTN.

14. Dispute Resolution. In the event of any dispute or claim relating exclusively to services provided under this Schedule, the parties shall follow the dispute resolution procedures detailed in this Section 14.

(i) Negotiation. The parties shall use commercially reasonable efforts to settle any disputes or claims relating exclusively to services provided under this Schedule by good faith negotiations. If the parties do not reach a solution after a reasonable period (but, in any event within sixty (60) days from the first day notice of a dispute is received by the other party), then, upon notice by either party to the other, such disputes or disagreement shall be finally settled according to Section 14 (ii).

(ii) Resolution. If you are a U.S. resident, all proceedings to resolve any disputes or claims relating exclusively to services provided under this Schedule not resolved as set forth in Section 14 (i) shall be brought in a federal or state court whose jurisdiction encompasses Santa Clara County, California. Both you and VeriSign waive any defenses to such proceedings based on lack of personal jurisdiction, improper venue, or insufficiency of service of process. The parties also waive any right to a jury trial in any such suit. If you are not a U.S. resident, all such disputes or claims shall be resolved by arbitration administered by the International Chamber of Commerce ("ICC") according to the ICC Rules of Conciliation and Arbitration. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitration award shall be in writing and shall specify the factual and legal bases for the award. The existence, content, or results of any arbitration hereunder shall not be disclosed without the prior written consent of both parties. Nothing in this Section 14 shall preclude VeriSign from seeking, to the extent permitted by governing law, equitable (including injunctive) relief upon an alleged or suspected compromise in the security of the VTN or upon an alleged infringement of any of VeriSign's intellectual property rights.

**15. IF YOU ARE PURCHASING A VERISIGN CLASS 1 DIGITAL ID FROM OUR WEB SITE, WE ARE REQUIRED TO NOTIFY YOU OF OUR PRIVACY POLICIES. THEREFORE, WE ARE PROVIDING THE FOLLOWING EXTRACT FROM OUR PRIVACY STATEMENT. THE FOLLOWING PARAGRAPHS EXPLAIN WHAT VERISIGN DOES WITH THE INFORMATION WE COLLECT FROM YOU WHEN YOU ENROLL FOR A DIGITAL ID. THESE PARAGRAPHS ARE EXTRACTED FROM OUR PRIVACY STATEMENT WHICH WE ENCOURAGE YOU TO READ IN FULL (<http://www.verisign.com/truste>).**

a. Information We Gather from You. VeriSign is asking for the personal information in this Digital ID enrollment screen for the limited purposes of creating your Digital ID, providing the services that may be part of your Digital ID, and authenticating your identity in order to issue you a Digital ID. You should also be assured that we do not provide or sell information about our customers or site visitors to vendors that are not involved in the provision of VeriSign's public certification and other services. When you visit our site, our computers may automatically collect statistics about your visit. This information does not identify you personally, but rather about a visit to our site. We may monitor statistics such as how many people visit our site, the user's IP address, which pages people visit, from which domains our visitors come and which browsers people use. We use these statistics about your visit for aggregation purposes only. These statistics are used to help us improve the performance of our Web site.

b. How We Use and With Whom We Share the Information We Gather. We may request information from customers via surveys. Participation in these surveys is voluntary and will be

used for purposes of monitoring or improving the use of and satisfaction with our Web site, and improving our customer service and product offerings.

We use the information you submit to contact you to discuss the support, renewal, and purchase of our products and services. We may also provide the information you have submitted to us to a VeriSign subsidiary, business partner, or representative so that the subsidiary, business partner, or representative can contact you on behalf of VeriSign to facilitate the support, renewal, and purchase of VeriSign products and services. Please be assured that any subsidiary, business partner, or representative who contacts you for one of these purposes has agreed to use the information we supply only in accordance with a confidentiality agreement. To find out the names and locations of the subsidiaries, business partners, and/or representatives to whom we have provided your information, please contact us at the address listed at the end of this document.

We will also use the information you supply to form the contents of a Digital ID. The exact information that appears in our different types of Digital IDs is set forth in the relevant enrollment page and this Privacy Statement. *Please note that all information that you provide us that forms the content of a Digital ID will be "published." Publication of Digital IDs in an accessible location (a repository) is an integral part of enabling the widespread use of Digital IDs. Your Digital ID will be published in our repository so that a third party may access, review, and rely upon your Digital ID. You should have no expectation of privacy regarding the content of your Digital ID.*

If we are required by law to disclose certain information to local, state, federal, national or international government or law enforcement authorities, we will do so.

c. Your Ability to Opt-Out of Further Notifications. From time-to-time, we notify our subscribers of new products, announcements, upgrades and updates. If you would like to opt-out of being notified, please contact us at the address listed at the end of this document.

If you would like to change your preferences online, please visit <http://www.verisign.com/compref/>. Please be aware that we reserve the right to notify our subscribers of any information that affects the security, initial use, expiration, product enhancement or migration of our products or services.

d. How You Can Update or Correct Your Information. We cannot update or correct information contained in a Digital ID without destroying the integrity of the Digital ID because we digitally sign each subscriber's Digital ID as a part of the Digital ID issuance process. If we were to subsequently modify or remove any information listed in a Digital ID, our digital signature would not verify the Digital ID's new content. Furthermore, if a subscriber (sender) then digitally signed a message with his or her private key, a third party would not be able to properly verify the sender's signature (created using the sender's private key) because the sender's Digital ID would have been altered after the key pair's creation. For more information and tutorials on digital signatures, Digital IDs, keys, and related subjects, click here <http://www.verisign.com/repository>

If you would like to update or correct any information in our records that is not contained in your Digital ID, please contact us via e-mail at [id-support@verisign.com](mailto:id-support@verisign.com) or at the address listed at the end of this document.

e. How You Can Revoke (Deactivate) Your Digital ID. When a third party wants to rely on a Digital ID, it is important for the third party to know its status (for example, whether it is valid, suspended (where available) or revoked). The third party may do this by accessing our repository and querying for the status of the Digital ID. We do not generally delete Digital IDs (and their content) from our on-line repository because a third party might not then be able to check its status. You may, however, revoke (deactivate) your Digital ID. A revoked Digital ID will still appear in our repository with an indication that it has been revoked. If you are a Digital ID subscriber and would like to have your Digital ID revoked (deactivated) from our database, please visit our site at <https://digitalid.verisign.com/revoke.htm> and follow the listed Instructions or contact us via e-mail at [id-support@verisign.com](mailto:id-support@verisign.com) or at the address listed at the end of this

document.

f. Changes to VeriSign's Privacy Statement. If a material change is made to the VeriSign Privacy Statement (<http://www.verisign.com/truste>) and/or the way we use our customers' personally identifiable information then, with the prior written approval from TRUSTe, we will post prominent notice of the nature of such change on the first page of the Privacy Statement and also on our home page.

Our address is: VeriSign, Inc.

Attention: Support

487 East Middlefield Road

Mountain View, California 94043

16. Survival. In the event the Agreement or this Schedule expires or terminates, Sections 7, 9, 11, 13, 14 and 16 of this Schedule shall survive such expiration or termination.

#### **SCHEDULE L TO VERISIGN SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SECURE SERVER IDs, GLOBAL SERVER IDs, AND CONTENT-SIGNING CERTIFICATES**

In addition to the terms set forth in Schedule K, the following terms shall apply to Secure Server IDs, Global Server IDs, and Content-Signing Certificates.

#### **1. Definitions.**

"Secure Server ID" means a Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers.

"Global Server ID" means a Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers that are encrypted using strong cryptographic protection consistent with applicable export laws.

"Content Signing Certificate" means a Certificate intended for an organization to digitally sign code or other content so as to authenticate the source of the code or content and to provide assurances of integrity of this content.

"Web Host" means web host, internet service provider, systems integrator, or technology consultant.

2. Use Restrictions. You are prohibited from using your ID (i) for or on behalf of any other organization or (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the submitted by you during enrollment, unless you have purchased the Shared Hosting Security Service. You are also prohibited from using your ID on more than one server at a time (unless you have purchased the SPECIFIC licensing option on the enrollment screen that permits the use of an ID on multiple servers). If you choose to display VeriSign's Secure Site Seal (the "Seal"), you must install and display such Seal only in accordance with the Secure Site Seal Licensing Agreement. This Section 2 does not apply to Content-Signing Certificates.

3. Revocation. If your organizational name and/or domain name registration and for Content-Signing Certificates only, the technical contact, change, you must immediately notify VeriSign, and VeriSign shall revoke your ID. VeriSign retains the right to revoke your ID if, within forty five (45)

days of receiving an invoice from VeriSign, you do not pay the invoice. VeriSign also retains the right to revoke your ID if you have installed a Seal and fail to perform any of your obligations— under the Secure Site Seal Licensing Agreement or otherwise fail to perform any other material obligations under the terms of this Agreement or in VeriSign's sole discretion, VeriSign determines that you have or may have compromised the security or integrity of the VTN.

3. Revocation. If your organizational name and/or domain name registration and for Content-Signing Certificates only, the technical contact, change, you must immediately notify VeriSign, and VeriSign shall revoke your ID. VeriSign retains the right to revoke your ID if, within forty five (45) days of receiving an invoice from VeriSign, you do not pay the invoice. VeriSign also retains the right to revoke your ID if you have installed a Seal and fail to perform any of your obligations under the Secure Site Seal Licensing Agreement or otherwise fail to perform any other material obligations under the terms of this Agreement or in VeriSign's sole discretion, VeriSign determines that you have or may have compromised the security or integrity of the VTN.

4. Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your ID, you shall permanently remove your ID from the server on which it is installed and shall not use it for any purpose thereafter and, if you have installed a Seal, you shall remove such Seal.

5. Third Party Service Providers. If you are purchasing a service from VeriSign that includes one or more services provided by a third party (such as website monitoring or security checking services by Keynote Systems, Inc., Qualys, Inc., or Netcraft, Inc.) or listing in a third-party directory, you hereby consent to our disclosure of your Certificate Application and enrollment information to these third party service providers and agree that they may contact you directly regarding their services. Unless otherwise stated herein, any terms and conditions for these products shall be provided to you directly by the third party service provider. VeriSign disclaims any and all warranties, refuses any and all liability, and shall not provide partial refunds for any service provided by a third party.

#### 6. Additional Terms Applicable to Services in Connection With Secure and Global Site Services

(i) Two Day Service Guarantee (This Section only applies to the following services: Secure Site Pro, Commerce Site, Commerce Site Pro, and Code Signing Pro, and Secure Site Plus (renewals only)). VeriSign shall issue your ID within two (2) business days (excluding weekends and VeriSign-recognized holidays) after you submit your Certificate Application to VeriSign provided that you: 1) are an organization located in the United States, 2) select to pay by credit card and submit a valid credit card number, and 3) you submit a Dun and Bradstreet DUNS number and a domain name that VeriSign is able to validate through its normal validation procedures stated in the CPS ("Guarantee Period"). Business days begin and end according to Pacific Time. The first business day shall be the business day after the day you submit your Certificate Application to VeriSign. Your sole and exclusive remedy for VeriSign's failure to issue your ID within the Guarantee Period, shall be a refund of fifty percent (50%) of the retail price that you paid for your ID.

(ii) Expedite Option. This Section 6(ii) only applies to customers located in the United States purchasing, Secure Site and Secure Site Pro Certificates only. VeriSign shall issue your ID within 24 hours from the next business day (excluding weekends and VeriSign-recognized holidays) after you submit your complete certificate application to VeriSign provided that you: 1) agree to pay the fee specified in the enrollment, 2) are an organization located in the United States, 3) select to pay by credit card and submit a valid credit card number, and 4) submit a Dun and Bradstreet DUNS number and a domain name that VeriSign is able to validate through its normal validation procedures stated in the CPS ("Expedite Guarantee Period"). Business days begin and end according to Pacific Time. Your sole and exclusive remedy for VeriSign's failure to issue your ID within the Expedite Guarantee Period, shall be no charge for the Expedite fee. THIS EXPEDITE SERVICE GUARANTEE DOES NOT APPLY TO ANY OTHER VERISIGN PRODUCT OR SERVICE.

(iii) Payflow Services. If you are purchasing Commerce Site or Commerce Site Pro, you are also receiving a token that entitles you to either 12 months or 24 months, (depending on whether you select the one year or two year certificate), of VeriSign's Payflow Pro payment services, which are



subject to the terms and conditions in Schedule I. These 12-month or 24-month periods shall commence on the date the ID is issued to you.

(iv) Second ID. If you selected to pre-pay for a second ID ("Second ID") during enrollment, VeriSign shall issue you the Second ID prior to, or upon expiration of, the ID corresponding to this Agreement (and Application). Notwithstanding the foregoing, VeriSign shall retain the right to not issue the ID if, in VeriSign's sole discretion, VeriSign determines that any of the information in the Application has changed or is otherwise inaccurate. Except for Sections 6 (i) and 6 (ii) of this Schedule, the terms of this Agreement shall apply to your ID. Please note that the Keynote Service and coupons for training classes will not be supplied to you with your Second ID.

VeriSign shall send an e-mail containing the Second ID to the technical and organizational contacts listed in the Application (or as otherwise changed by you in accordance with VeriSign's standard procedures). If you desire to have different individuals assume the responsibility of the technical and/or organizational contacts for the Second ID, you must notify VeriSign at least 60 days prior to the expiration of the ID. Such notice must be in accordance with the instructions provided on the VeriSign web site.

#### 7. Additional Terms Applicable to Services in Connection With Global Server IDs

(i) VeriSign Export Licenses. VeriSign is licensed to issue IDs, subject to the terms of VeriSign's export license agreements with the U.S. Department of Commerce, Bureau of Export Administration ("License"). VeriSign has received a retail classification for IDs under a License. VeriSign shall retain the right, at its sole discretion, to approve your Application, subject to the terms of a License.

(ii) ID. The Export Commodity Control Number for your ID is 5D002. An ID enables you to negotiate SSL or TLS sessions using 128-bit RC4 or IDEA, 56 bit DES, two-key Triple-DES encryption, or such other encryption that the U.S. Department of Commerce may permit for export in the future.

(iii) Qualified Applicant. You represent that you are eligible to receive favorable treatment under current U.S. encryption export control policy for the export of IDs and shall, therefore, be considered a "Qualified Applicant."

(iv) Geographical Restrictions. You represent that you are not located in and shall not use your ID or reside in Afghanistan (Taliban-controlled areas), Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, and any other countries where such use is prohibited under U.S. export control regulations, under the terms of the Agreement. VeriSign will not issue you an ID if you are located in or reside in any of the above locations.

(v) Use Restrictions. Software Platform Restrictions. You must use an ID software platform ("Software") listed on the enrollment form in order to enable an SSL or TLS session with your Server ID. If the Software is not specifically listed on the enrollment form and it is produced or sold by a United States entity ("Entity"), you are responsible for ensuring that the Entity has obtained an export license or classification that permits the Entity to export the Software from the United States before you install your ID on it.

(vi) Additional Representations. By submitting a Certificate Application for an ID, you represent that the following statements are true and warrant that such statements shall be true during the term of this Agreement:

(a) The Certificate Application has been submitted by a responsible official or representative empowered and authorized by the organization named in the Certificate Application (the "Organization") to certify that the conditions set forth in this Agreement and the Certificate Application have been, or shall be, met in full by the Organization.

(b) The Organization is eligible to obtain and utilize an ID in a manner consistent with all applicable export control laws and regulations of the United States.

(c) You shall operate your computer systems on which you installed your ID ("Server") under your Effective Control. "Effective Control" means you 1) have access to all transaction data that may be transmitted over the Server, and are prepared to disclose data to a government agency in the jurisdiction where the Server is operated pursuant to a duly authorized warrant or court order or other lawful authority and 2) have authority to modify or control the Server, including the ability to disable your ID in the event that VeriSign is entitled by contract, or required by law, to terminate this Agreement, which governs use of your ID.

(d) You shall revoke your ID or Second ID (as defined in Section 6 (iv) of this Schedule) if, at any time, you no longer meet the definition of a Qualified Applicant.

8. Non-Qualified Applicants. IF YOU ARE NOT A QUALIFIED APPLICANT AS DEFINED ABOVE, YOU STILL MAY BE ELIGIBLE FOR ACQUISITION AND USE OF A GLOBAL SERVER ID. ORGANIZATIONS MAY ACQUIRE AND USE A GLOBAL SERVER ID TO THE EXTENT PERMITTED UNDER INDIVIDUALLY-APPROVED EXPORT LICENSE ARRANGEMENTS.

9. Additional Terms Applicable to Services in Connection With WTLS Server IDs or Short-Lived Server IDs

(i) Validation. You are not required to submit a common name (for example, [www.verisign.com](http://www.verisign.com)) in your certificate signing request ("CSR"). VeriSign disclaims any and all liability related to the authentication of your domain name if you do not submit a common name in your CSR.

(ii) Short-Lived WTLS Server IDs. (This section applies to customers who have purchased a Short-Lived Server ID only). Every 24 hours, VeriSign shall issue you an ID with a validity period of 48 hours, for a period of one year. Upon revocation of the Short-Lived WTLS Server ID, the service will end and you will no longer receive new Certificates every 24 hours.

10. Additional Terms Applicable to Services in Connection With Content-Signing Certificates

(i) Use Restrictions. Section 2 of this Schedule shall not apply to Content-Signing Certificates. Instead, this Section 9 (i) shall apply to Content-Signing Certificates. You are prohibited from using your ID (i) for or on behalf of any other organization, (ii) on more than one machine at a time, (iii) to distribute malicious or harmful content of any kind or content that otherwise has the effect of inconveniencing the recipient of such content, (iv) for any purpose other than its intended use, (v) and transferring control or permitting access to the private key corresponding to the public key in the ID to anyone other than the technical contact provided for at the time of enrollment.

(ii) Additional Requirements for Verification. VeriSign shall issue an ID only after VeriSign has communicated directly over the telephone with the Corporate Contact provided at the time of enrollment. If VeriSign is unable to speak with the Corporate Contact, it is the responsibility of the Corporate Contact to contact VeriSign at the callback number provided by VeriSign. Your failure to callback in a timely manner may delay the validation and approval of your ID Application.

(iii) Authenticode Certificate Limitations. (This Section only applies to customers who have purchased a Content-Signing Certificate pursuant to the Microsoft Authenticode program.) You hereby makes the following software publisher's pledge to all users and VeriSign concerning software that the software publisher digital signs with a private key corresponding to the public key contained in a certificate: In addition to the other representations, obligations, and warranties contained or referenced in the Certificate Application, you represent and warrant that you shall exercise reasonable care consistent with prevailing industry standards to exclude programs, extraneous code, viruses, or data that may be reasonably expected to damage, misappropriate, or interfere with the use of data, software systems, or operations of the other party. This software publisher's pledge is made exclusively by you. VeriSign shall not be held responsible for the breach of such representations and warranties by you under any circumstance. The decision of VeriSign shall be final as to whether or not (i) a software publisher materially breached this software pledge, and (ii) any responsive actions taken (or not taken) by VeriSign were necessary

and appropriate.

**11. Additional Terms Applicable to End-User Subscribers Receiving Secure Server IDs and Global Server IDs Through Web Hosts**

(i) Your Web Host has applied for an ID on your behalf, which your Web Host will use to provide certain security for your website. By allowing your Web Host to use this ID, you are agreeing to be bound by the terms of this Agreement and Sections 6 and 7 of this Schedule (for Global Server ID customers only). If you do not agree to the terms of the Agreement and Sections 1 through 7 of this Schedule (where Section 7 of this Schedule applies only to Global Server ID customers), please contact VeriSign immediately at +1 650-426-3400 and VeriSign will revoke your ID.

(ii) Authorization. You represent that your Web Host is authorized, as your agent, to apply for, accept, install maintain, and if necessary, initiate revocation of your ID, all on your behalf.

**12. Additional Terms Applicable to Services in Connection With Secure Site ISPs**

(i) Customer Information. You shall promptly communicate the Agreement and Sections 1 through 7 of this Schedule (where Section 7 of this Schedule applies only if you are requesting a Global Server ID for your Customer) to your Customer.

(ii) Authorization. You represent that you are the organization you entered in the account name in the enrollment screen and are authorized, as Customer's agent, to apply for, accept, install maintain, and if necessary, initiate revocation of Customer's ID, all on Customer's behalf.

**13. Additional Terms Applicable to Services in Connection With Shared Hosting Security Services**

(i) Revocation. If your organizational name and/or domain name registration change, you must immediately notify VeriSign, and VeriSign shall revoke your shared hosting encryption ID ("Shared ID") and Customers' Silver Seals (as defined in Section 13 (i) of this Schedule). VeriSign also retains the right to revoke your Shared ID and your Customers' Silver Seals if you use your Shared ID and/or your Customers' Silver Seals on behalf of more Customers than you have paid to use them for, or otherwise fail to perform any other material obligations under the terms of the Agreement or in VeriSign's sole discretion, VeriSign determines that you have or may have compromised the security or integrity of the VTN.

(ii) Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your ID, you shall permanently remove your ID and, where applicable, any of your Customers' Silver Seals from the server on which they are installed and shall not use them for any purpose thereafter.

**14. Additional Terms Applicable to Services in Connection With Shared ID Web Hosts**

(i) Customer Information. You shall promptly communicate a code used to identify a Customer ("Code") and, where applicable, the Silver Secure Site Seal ("Silver Seal") enrollment page ("Enrollment Page") to Customer. The Enrollment Page is located in your web host account. If you are hosting web pages on behalf of your Customer, you shall promptly communicate the Agreement and Sections 12 and 14 of this Schedule, which is located at <http://www.verisign.com/repository/isp.html>.

(ii) Authorization. You represent that you are the organization you entered in the account name above and are authorized, as Customer's agent, to use your Shared ID to enable SSL between your Customers' website(s) and their customers, all on your Customers' behalf.

(iii) Use Restrictions. You are prohibited from using your Shared ID (i) for or on behalf of any other organization or to perform private or public key operations in connection with any domain name and/or organization name other than your Customers that you have submitted the Code and, where applicable, the Enrollment Page to and been issued and installed a Silver Seal on their

website(s) or (ii) on more than one server at a time.

(iv) Reporting, Inspections, and Audits. You shall monitor, record, and keep reports of the number of Customers on whose behalf you are using your Shared ID, to whom you submitted the Code, and, where applicable, to whom you submitted the Enrollment Page. You shall provide VeriSign with a copy of such reports upon VeriSign's reasonable request. In the event that the number of such Customers is greater than the number of Customers you paid for during enrollment ("Additional Customers"), you shall also pay VeriSign for the Additional Customers at VeriSign's then-current fees.

VeriSign shall also have the right to inspect, during normal business hours and at VeriSign's expense, your procedures for tracking and records related to your obligations under this Section. You shall cooperate with such inspections, which shall be conducted no more frequently than twice annually.

#### 15. Additional Terms Applicable to Services in Connection With Shared ID End Users

(a) Your Web Host has applied for a VeriSign Shared ID to enable secure sockets layer sessions ("SSL") between you and your customers on your behalf. If you do not agree to the terms of this Agreement, please contact VeriSign immediately at 1-650-426-3400.

(b) Authorization. You represent that your Web Host is authorized, as your agent, to apply for, accept, install maintain, and if necessary, initiate revocation of the ID, all on your behalf.

(c) Revocation. VeriSign retains the right to revoke the Shared ID if your Web Host does not pay all applicable fees within forty five (45) days from the date VeriSign issues the Web Host an invoice. VeriSign also retains the right to revoke the Shared ID if you fail to perform any other material obligations under the terms of this Agreement or in VeriSign's sole discretion, VeriSign determines that you have or may have compromised the security or integrity of the VTN.

(d) Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your Shared ID, you shall ensure that your Web Host shall not use the Shared ID to enable SSL sessions between you and your customers thereafter.

#### 16. Additional Terms Applicable to Services in Connection With Gold and Silver Secure Site Seal End Users

"Silver Secure Site Seal," "Gold Secure Site Seal," or "Seal" shall mean a seal provided by VeriSign under this Seal Agreement that shall enables a visitor to your web site to link to a web page at VeriSign's web site, which shall display certain authentication information related to the organizational and domain listed in the Seal and the Web Host listed in the corresponding Shared ID.

Authorization. For Web Hosts only. You represent that you are the organization you entered in the account name and are authorized, as Customer's agent, to apply for, accept, install, maintain, and if necessary, initiate revocation of the Seal, all on your Customers' website(s) on your Customers' behalf. Silver Secure Site Seal end users are not permitted to use a Gold Secure Site Seal.

License. VeriSign grants to you a nonexclusive, non-transferable license during the term of this Seal Agreement to: (a) download and install a single copy of the Seal on your computer system in accordance with the Seal Installation Instructions (<http://www.verisign.com/seal/secure/install.html>), (b) display the Seal only on a web page owned by you, or that you are authorized to operate on behalf of your Customer, with the same domain name as the domain name in your Application, (c) use the Seal solely for the purpose of identifying the web site associated with the same domain name as the domain name in your Application, and (e) reproduce the Seal only from electronic files and in accordance with

instructions provided to you by VeriSign.

**Revocation.** If your organizational name and/or domain name registration change, you must immediately notify VeriSign, and VeriSign shall revoke your Seal. VeriSign also retains the right to revoke your Seal if your Web Host use your Seal on behalf of more Customers than your Web Host has paid to use them for, or you or Your Web Host otherwise fails to perform any other material obligations under the terms of this Agreement or in VeriSign's sole discretion, VeriSign determines that you have or may have compromised the security or integrity of VeriSign's Public Certification Services.

#### License Restrictions.

**Authorization.** If you are a Web Host and are hosting web pages, hosting the Seal, and/or ordering the Seal on behalf of your customer, you represent that you are authorized to apply for, accept, install maintain, and if necessary, initiate revocation of the Seal, all on your customer's behalf. If your Web Host is hosting web pages, hosting the Seal, and/or ordering the Seal on your behalf, you represent that your Web Host is authorized, as your agent, to apply for, accept, install, maintain, and/or if necessary, initiate revocation of the Seal, all on your behalf.

**Intellectual Property Use Restrictions.** You shall not copy, sell, rent, lease, transfer, assign, or sublicense the Seal, in whole or in part. You shall not alter the Seal in any way, including but not limited to skewing; modifying the color, size, pattern, and fonts; and separating logo elements, copyright, and trademark indicators. You shall take no action that will interfere with or diminish VeriSign's rights in the Seal. You shall not use the Seal in any way as an endorsement, or to suggest an endorsement by VeriSign of your web site, content, products, services, or otherwise. This provision shall survive termination or expiration of this Schedule or the Agreement.

**VeriSign's Limited Warranties.** VeriSign warrants to you that at the time it provides the Seal hereunder: (a) VeriSign originated no material misrepresentations of fact in Seal, (b) VeriSign introduced no errors in the information in the Seal as a result of a failure to exercise reasonable care in creating the Seal and (c) VeriSign has confirmed that your organization and domain name and certain other Application Information are consistent with information contained in third party databases.

17. **Survival.** In the event the Agreement or this Schedule expires or terminates, Sections 1, 2, 4, 7(iv), 12(ii) and 14(c) of this Schedule shall survive such expiration or termination.

### SCHEDULE M TO VERISIGN SERVICE AGREEMENT

#### QUALYSGUARD SERVICE

1. **QualysGuard™ Service.** Upon your submission of your company IP addresses and domain names and acceptance of the terms and conditions of this Agreement, you will be entitled to use the QualysGuard Service in accordance with the terms of this Agreement. VeriSign reserves the right to change the QualysGuard Service from time to time, as requested by Qualys Inc. ("Qualys") and VeriSign will notify you of any material changes or updates to the QualysGuard Service, which may effect you, in accordance with the terms in the Agreement. You agree to notify VeriSign immediately in writing of any changes in the IP addresses and/or domain names that you have provided to VeriSign. You also must notify VeriSign in writing if you desire to increase the number of IP addresses or domain names to be tested under the QualysGuard Service.

2. Upon VeriSign's receipt of your IP addresses and domain names, you will be registered and receive a user name and password for the QualysGuard Service. You will be responsible for keeping your user name and password confidential. You shall notify VeriSign immediately upon learning of any unauthorized use of your user name or password. Neither VeriSign nor Qualys will protect you from the unauthorized use of your user name and password. You will be responsible for all activities and charges incurred through the use of your user name and password, and will indemnify and hold harmless



VeriSign and Qualys for any claims, liability, damages, losses, and costs (including reasonable attorneys' fees) relating to or arising from the unauthorized use of your password.

3. Grant of Rights. Subject to the terms and conditions of this Agreement, VeriSign grants you a limited, non-exclusive, non-transferable right to access the QualysGuard Service's user interface and to reproduce solely for your own internal business purposes the electronic reports summarizing the results of the scanning and mapping functions of the QualysGuard Service once launched on the IP addresses and/or domain names identified by you (the "Reports").
4. Restrictions on Use of the QualysGuard Service and Reports. The rights granted to you in Section 3 above are subject to the following restrictions:

a. VeriSign will not provide you the QualysGuard Service to analyze a third party's IP addresses, domain names, or networks. Therefore, you may not rent, lease, or loan the QualysGuard Service, or any part thereof, or provide or use the QualysGuard Service on behalf of a third party; nor may you permit third parties to benefit from the use or functionality of the QualysGuard Service via timesharing, service bureau arrangements, or otherwise.

b. While there is no software transfer necessary from VeriSign to you to effectuate the QualysGuard Service, you agree not to reverse engineer, decompile, or disassemble any software that provides the QualysGuard Service, or otherwise attempt to derive the processes by which the QualysGuard Service is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law.

5. Payment. You shall be obligated to pay VeriSign, as indicated on VeriSign's website, the fees attributable to the number of IP addresses and/or domain names provided to VeriSign. The fees applicable shall change if you add IP addresses and/or domain names in the manner described in Section 1 above. VeriSign reserves the right to change its pricing for the QualysGuard Service at any time; provided, however, that any prices set forth in a Purchase Order accepted by VeriSign prior to such change will remain unaffected. You may also opt for an introductory offer option that will give you a limited right to use the QualysGuard Service upon payment of the fee for the introductory offer. The introductory offer option(s) are not renewable.
6. Third Party Beneficiary. Qualys, Inc. is an intended third party beneficiary to these terms and conditions relating to the QualysGuard Service and as such may assert its rights as the licensor and service provider to VeriSign and you hereunder.
7. Support. VeriSign will not provide and is not responsible for technical support of any kind to you for the QualysGuard Service. Upon your request, Qualys may provide technical support to you.
8. Term and Termination. The initial term of any subscription to the QualysGuard Service shall be for the period specified in the applicable Purchase Order or on the VeriSign Web Site, commencing on the date you receive your user name and password from VeriSign or Qualys. Except in the case of an introductory offer subscription, the subscription will automatically be extended for successive renewal terms of one-year each if you pay the fees for the renewal term at least thirty (30) days before the expiration of the then current term. Depending on the introductory offer option you select, the term of the introductory offer will either be seven (7) days or two (2) months. Buyer may terminate this Agreement and receipt of the Service at any time upon thirty (30) days' advanced written notice to Authorized Reseller for any reason. If Buyer terminates the Agreement for convenience as set forth above, Buyer will not receive any refund or credit for any unused portion of the subscription to the Service. Either party may terminate this Agreement upon thirty (30) days' prior written notice if the other party materially breaches a provision of this Agreement. Upon termination or expiration, all rights granted hereunder terminate and Buyer must cease all use of the Service, including any downloads of the Reports. Sections 2, 4, 6, 8, 9 and, 10 of this Schedule will survive any termination or expiration of the Agreement or this Schedule.

#### 9. Identification of IP Addresses.

- a. Because of the sensitive nature of performing security checks on IP addresses,

you represent and warrant that you have full right, power, and authority to consent to have the QualysGuard Service test for vulnerabilities ("scan") in the IP addresses and/or domain names provided to VeriSign and Qualys. Without limiting any other remedy that VeriSign and / or Qualys may have, you agree to indemnify and hold VeriSign and / or Qualys harmless from and against any and all liabilities, losses, damages, costs, and expenses, including without limitation reasonable attorneys' fees and costs, incurred by VeriSign and / or Qualys resulting from your breach of this Section 11(a).

- b. You also acknowledge and agree that the scanning of such IP addresses and/or domain names may in some circumstances result in the disruption of services at such site(s). Consequently, you agree that it is your responsibility to perform backups of data on all devices connected to your IP addresses and/or domain names prior to invoking the use of the QualysGuard Service. You further assume the risk for all damages, losses, and expenses resulting from use of the QualysGuard Service, and VeriSign and Qualys shall not be liable for aforementioned disruptions.

10. You acknowledge and agree that Qualys shall be deemed a "contractor" for purposes of your indemnification obligations under the Agreement.

#### **SCHEDULE J TO VERISIGN SERVICE AGREEMENT**

##### **WEB SITES FROM VERISIGN**

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

(a) "VeriSign Web Site" means any pre-designed, customizable VeriSign Web site template licensed by VeriSign to end users.

(b) "Starter Web Site" means a one-page VeriSign Web Site.

(c) "Subscription Service" means any of the VeriSign subscription service packages that are available for purchase by end users on a monthly basis, for a monthly fee, that combine the VeriSign Web Site license, the Web Site Manager Service and the Web Hosting Service, all as described on the VeriSign Web site located at the URL [verisignwebsites.com](http://verisignwebsites.com). The Subscription Service does not include Starter Web Sites.

(d) "Website Manager Service" means the VeriSign on-line tool that allows customers to access their VeriSign Web Site, add/modify content, upload images and make generic changes to their VeriSign Web Site.

(e) "Web Hosting Service" means the Web hosting services provided by a third party through VeriSign as part of a Subscription Service.

2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

(a) VeriSign, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and VeriSign may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate your Subscription Service as provided herein within that thirty (30) days; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for the new monthly

**Subscription Service fee.**

(b) Billing for the VeriSign Web Site license shall be by valid credit card (acceptable to VeriSign) at the time of purchase. If you elect to subscribe to the Website Manager Service, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to VeriSign) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly Website Manager Service Fee"), and you hereby agree that VeriSign is authorized to so charge your credit card. VeriSign, in its sole discretion, shall determine the prices it will charge for the VeriSign Web Site license or the Website Manager Service, and the terms and conditions applicable to the same, and VeriSign may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Website Manager Service subscription, as applicable) as provided herein within that thirty (30) days; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new monthly Website Manager Service fee.

3. Charges for Excess Hosting Space Usage. If you are purchasing a Starter Web Site or a Subscription Service, the amount of hosting space included with your purchase shall be as set forth on our web site located at the URL [www.verisignwebsites.com](http://www.verisignwebsites.com) (the "Maximum Hosting Space"). You agree that in the event you exceed the Maximum Hosting Space, VeriSign may, in its sole discretion, (i) charge you, and you agree to pay, an overage fee for any such excess usage as set forth on the [www.verisignwebsites.com](http://www.verisignwebsites.com) web site; or (ii) terminate your Starter Web Site and/or Subscription Service (as applicable), and all related services.

4. Conduct. You agree to be bound by the applicable provisions of the VeriSign Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

5. Cancellation. You may cancel your subscription to the Website Manager Service at any time. To cancel your subscription to the Website Manager Service you must submit your written notice of cancellation to VeriSign (as provided herein) and include the following information: (i) Your VeriSign customer identification number and username; (ii) your VeriSign Web Site Web address; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Website Manager Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

**6. Term and Termination.**

(a) Term. Your Subscription Service shall be on a month-to-month basis for successive monthly periods, unless either party notifies the other of termination in accordance with this Agreement.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with VeriSign, will be terminated as of the cancellation of your Subscription Service and Website Manager Service.

(c) Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1 and 6 of this Schedule shall survive.

**SCHEDULE N TO VERISIGN SERVICE AGREEMENT****SURELIST<sup>SM</sup> SERVICE**

We may provide you an opportunity through our SureList service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). At the time of purchase, the URL submitted by you (the "URL") will be provided to the

Index Servicer for submission in its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You may submit corrections or changes to the URL during the first thirty (30) days after your purchase of the SureList service, after which time period no further changes to the URL will be permitted. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the Index Servicer search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will (i) achieve favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement in the search index.

#### **SCHEDULE R TO VERISIGN SERVICE AGREEMENT**

##### **CHANGE OF REGISTRAR SERVICE**

1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to VeriSign. This Schedule to the Agreement is submitted for the purpose of applying to change the registrar of record of a domain name to Network Solutions, Inc., a VeriSign company. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.

2. You represent and warrant that: (a) the information provided to VeriSign in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to VeriSign; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.

4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not

be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorneys fees, of third parties arising under this Agreement.

#### **SCHEDULE S TO VERISIGN SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BROADSERVER, EZ POLLS AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM VERISIGN**

In addition to the terms and conditions set forth on Schedule J, the following terms and conditions shall apply to all SuperStats, Counter, Broadserver, EZ Polls and Guestbook services purchased directly from VeriSign. For purchases of any of these services through the MyComputer website storefront (currently located at the URL [www.mycomputer.com](http://www.mycomputer.com)), please see Schedule T to the Agreement. All capitalized terms used herein, and not otherwise defined, shall have the meanings set forth on Schedule J.

1. Any services referenced herein that are purchased in connection with a Subscription Service shall be included in the definition of Subscription Service for purposes of the terms and conditions set forth in Schedule J.
2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your VeriSign Web Site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) web sites and VeriSign member web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with VeriSign's Privacy Policy.
3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All VeriSign Web Site accounts exceeding such limit are subject to cancellation without notice.
4. Cancellation of Your VeriSign Web Site. Any termination of your VeriSign Web Site Subscription Service will result in the termination of your SuperStats, Counter, Broadserver, EZ Polls and/or Guestbook services, if applicable, and this Schedule S, at the expiration of the monthly billing cycle in which your cancellation notice was received and processed by VeriSign.

#### **SCHEDULE T TO VERISIGN SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, WATCHDOG, COUNTER, SUBMITWIZARD, SITEMINER, BROADSERVER, EZPOLLS AND GUESTBOOK SERVICES PURCHASED FROM THE MYCOMPUTER STOREFRONT**

The following additional terms and conditions shall apply to the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, BroadServer, EZpolls and GuestBook services purchased from the MyComputer Storefront. For purchases of any of these services directly through VeriSign, please see Schedule S to the Agreement.

1. Definitions. "MyComputer Storefront" as used herein shall mean the website owned or operated



by MyComputer.com, Inc. at the URL [www.mycomputer.com](http://www.mycomputer.com),

or its successor URL, through which an Internet user is able to apply for the services referenced in this Schedule.

2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your VeriSign Web Site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) web sites and VeriSign member web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with VeriSign's Privacy Policy.

2. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All accounts exceeding such limit will be charged an overage charge as set forth on the MyComputer Storefront.

3. Registration and Billing.

- a. To receive the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, BroadServer, EZpolls and/or GuestBook services you must submit and maintain on file with MyComputer.com certain registration data as requested by the MyComputer, Inc. online registration form for such services. Such registration data shall include, but not be limited to, your name, address, email address, website URLs, credit card number and other billing information. You must submit a separate online activation request for each service you are subscribing to. VeriSign reserves the right, in its sole discretion, to refuse any registration or Service activation request for any reason or no reason. You represent that the registration information you supply to VeriSign is true, complete and accurate. By submitting any information, you authorize VeriSign to use such information in accordance with its privacy policy [www.netsol.com/en\\_US/legal/privacy-policy.html](http://www.netsol.com/en_US/legal/privacy-policy.html).
- b. You acknowledge that MyComputer, Inc. will bill you for all services you purchase.
- c. If you become a registered user of the MyComputer website, you will receive a password for accessing your account information. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. VeriSign and/or MyComputer is not liable for any loss that you may incur as a result of any third-party's use of your password or account.

4. Third-Party Beneficiary. For purposes of Section 3 of this Schedule T, MyComputer, Inc. is an intended third-party beneficiary.

**SCHEDULE U TO VERISIGN SERVICE AGREEMENT**

**Registrant Name Change Agreement**

1. The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and

conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the VeriSign Service Agreement of which this Schedule is a part.

**2. The terms in this section apply only to the Current Registrant.** You agree that you and VeriSign are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge VeriSign from all obligations under the Agreement, and you release VeriSign from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to VeriSign. You hereby authorize VeriSign to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

**3. The terms in this section apply only to the New Registrant.** You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes VeriSign's current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Registrant Name Change. Your registration of the domain name shall be effective upon VeriSign's transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay VeriSign the RNCA processing fee set forth on our Web site or the Priority Service RNCA processing fee, based upon your selection made during the application for this Registrant Name Change, by providing appropriate credit card information as requested. You represent and warrant that you possess the authority to legally bind the New Registrant of the domain name being transferred. You acknowledge and agree, that unless you apply for additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

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